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Attorneys for Complainant

**BEFORE THE  
PHYSICAL THERAPY BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

MIMI SAADAT

20435 Via Don Juan  
Yorba Linda, California 92886

Physical Therapist License No. PT 11203

Respondent.

Case No. 1D-2003-63690

OAH No. L2007020208

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the  
above-entitled proceedings that the following matters are true:

**PARTIES**

1. Steven K. Hartzell ("Complainant") is the Executive Officer of the  
Physical Therapy Board of California ("Board"). He brought this action solely in his official  
capacity and is represented in this matter by Edmund G. Brown Jr., Attorney General of the State  
of California, by Trina L. Saunders, Deputy Attorney General.

2. Respondent Mimi Saadat ("Respondent") is represented in this proceeding  
by attorney Jonathan E. Cohn, whose address is Foley & Lardner, LLP., 2029 Century Park East,  
Suite 3500, Los Angeles, California 90067.

3. On or about November 24, 1982, the Physical Therapy Board of California issued Physical Therapist No. PT 11203 to Mimi Saadat.

## JURISDICTION

4. Accusation No. 1D-2003-63690 was filed before the Physical Therapy Board (“Board”), and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on October 24, 2006. Respondent timely filed her Notice of Defense contesting the Accusation. A copy of Accusation No. 1D-2003-63690 is attached as exhibit A and incorporated herein by reference.

## ADVISEMENT AND WAIVERS

5. Respondent has carefully read, discussed with counsel, and fully understands the charges and allegations in Accusation No. 1D-2003-63690. Respondent has also carefully read, discussed with counsel, and fully understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of her legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at her own expense; the right to confront and cross-examine the witnesses against her; the right to present evidence and to testify on her own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

## CULPABILITY

8. The causes for discipline in Accusation No. 1D-2003-63690 are conviction of a crime substantially related to the practice of physical therapy and failure to properly document and maintain patient records. Respondent admits that she was convicted of a crime substantially related to the practice of physical therapy and that she failed to properly maintain records related to the patients identified in said accusation.

1                   9.       Respondent agrees that her Physical Therapist License is subject to  
2 discipline and she agrees to be bound by the Board's imposition of discipline as set forth in the  
3 Disciplinary Order below.

4                                   CIRCUMSTANCES IN MITIGATION

5                   10.       Respondent Mimi Saadat has never been the subject of any disciplinary  
6 action. She is admitting responsibility at an early stage in the proceedings.

7                                   RESERVATION

8                   11.       The admissions made by Respondent herein are only for the purposes of  
9 this proceeding, or any other proceedings in which the Physical Therapy Board or other  
10 professional licensing agency is involved, and shall not be admissible in any other criminal or  
11 civil proceeding.

12                                  CONTINGENCY

13                   12.       This stipulation shall be subject to approval by the Board. Respondent  
14 understands and agrees that counsel for Complainant and the staff of the Physical Therapy Board  
15 of California may communicate directly with the Board regarding this stipulation and settlement,  
16 without notice to or participation by Respondent or her counsel. By signing the stipulation,  
17 Respondent understands and agrees that she may not withdraw her agreement or seek to rescind  
18 the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt  
19 this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall  
20 be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action  
21 between the parties, and the Board shall not be disqualified from further action by having  
22 considered this matter.

23                                  OTHER MATTERS

24                   13.       The parties understand and agree that facsimile copies of this Stipulated  
25 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same  
26 force and effect as the originals.

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IT IS HEREBY ORDERED that Physical Therapist License No. PT 11203 issued to Respondent is revoked. However, the revocation is stayed and Respondent is placed on probation for five (5) years on the following terms and conditions. In accord with and pursuant to Business and Professions Code section 2661.7, Respondent may petition to terminate the probation period earlier.

2. RESTRICTION OF PRACTICE - MONITORING Within thirty (30) days of the effective date of this decision, the Respondent shall select a licensed physical therapist to serve as the professional practice monitor during the period of probation and submit the name of the licensed physical therapist selected to the Board for approval. The professional practice monitor shall be selected from an established pool of physical therapists licensed to practice in the State of California who are currently serving as trained expert consultants to the Board, except as otherwise provided in this agreement. The list of physical therapists shall be provided by the Board. If the Respondent is unable to identify an acceptable monitor from the Board's list and Respondent's basis for determining that said monitors are unacceptable is deemed reasonable, Respondent will select and provide the Board with a licensed physical therapist who is not on the list, for the Board's approval. Approval by the Board shall not be unreasonably withheld. After the professional practice monitor has been approved by the Board, the professional practice monitor in conference with the Board's probation monitor will establish the schedule upon which clinical visits will be made to Respondent's place of employment to review Respondent's current practice and Respondent's adherence to the terms of probation. The professional practice monitor shall report to the Board's probation monitor in compliance with the terms and conditions of the Respondent's probation after each clinical visit. Clinical visits

1 shall be done at least once per month. The report shall indicate whether Respondent's practices  
2 are within the standards of practice of physical therapy. Respondent shall also be provided with  
3 the report. In addition, the practice monitor will review all of Respondent's billing before they  
4 are sent out to payors for payment and compare all billing to actual patient charts to determine  
5 whether the amounts billed by Respondent are supported by the care rendered to the patient.  
6 Should the professional practice monitor resign or no longer be available, the licensee shall  
7 within 15 days, submit another physical therapist from the pool of expert consultants to the  
8 Board for approval.

9           Respondent shall pay all monitoring costs, including the cost of the professional  
10 practice monitor within a time frame agreed upon by the professional practice monitor but shall  
11 not exceed more than 15 days succeeding each clinical visit.

12           Respondent shall make all patient records available for immediate inspection by  
13 the professional practice monitor at all times, or for copying on premises, and shall retain all  
14 records for the entire term of probation.

15           Respondent shall make all appropriate records available for immediate inspection  
16 by the Board's probation monitor at all times, or for copying on premises, and shall retain all  
17 records for the entire term of probation.

18           Failure to comply with any component of this condition as specified above is a  
19 violation of probation.

20           If the practice monitor finds and reports that in any period of twenty-four  
21 consecutive months that Respondent's practices are within the standards of practice of physical  
22 therapy and that Respondent is billing appropriately, the practice monitor services shall be  
23 limited to an annual review of Respondent's practices for the remainder of the probationary  
24 period.

25           3.     NOTIFICATION TO PATIENTS   The Respondent shall notify all current  
26 and potential patients of any term or condition of probation which will affect their treatment or  
27 the confidentiality of their records (such as a condition for a professional practice monitor). Such  
28 notification shall be signed and dated by each patient prior to the commencement or continuation

of any examination or treatment of each patient by the Respondent and a copy of such notification shall be maintained in the patient's record.

Failure to comply with any component of this condition as specified above is a violation of probation.

4. COMMUNITY SERVICES The Respondent shall be required to provide 100 hours of community service without compensation within the State of California as part of the probation. The Respondent shall submit for prior approval a community service program to the Board or its designee.

5. EDUCATION COURSE Within 30 days of the effective date of this Decision, Respondent shall submit to the Board, or its designee, for prior approval, a physical therapy remedial educational program in documentation/records keeping and a remedial educational program in billing practices, each of which shall not be less than 20 hours. Respondent shall supply documentation verifying satisfactory completion of course work. This will be signed by the instructor(s) of the courses and evidence, if applicable, of passing grades on exams/tests given by the instructor.

Failure to comply with any component of this condition as specified above is a violation of probation.

6. PROBATION MONITORING COSTS Respondent shall reimburse all costs incurred by the Board for probation monitoring during the entire period of probation. Respondent will be billed at least quarterly. Such costs shall be made payable to the Physical Therapy Board of California. Failure to make ordered reimbursement within 60 days of the billing shall constitute a violation of the probation order.

7. COST RECOVERY The Respondent is ordered to reimburse the Board the actual and reasonable investigative and prosecutorial costs incurred by the Board in the amount of \$28,788.04. Said costs shall be reduced, however, to \$8,400.00 if Respondent timely makes each of the agreed upon twenty-eight (28) installment payments. Payments will commence 730 days after the effective date of the Decision. Payments will be made in the amount of \$300.00 every thirty (30) days thereafter until \$8,400.00 is paid in full. In the event

1 that Respondent fails to make any of the agreed upon \$300.00 payments timely, the full amount  
2 of \$28,788.04 shall be immediately due and payable to the Board.

3 Failure to pay any of the agreed upon payments, may constitute a violation of the  
4 probation order. The filing of bankruptcy by Respondent shall not relieve Respondent of her  
5 responsibility to reimburse the Board. If Respondent is in default of her responsibility to  
6 reimburse the Board, the Board will collect cost recovery from the Franchise Tax Board, the  
7 Internal Revenue Service or by any other means of attachment of earned wages legally available  
8 to the Board. Failure to fulfill the obligation could also result in attachment to the Department of  
9 Motor Vehicle registrations and/or license renewals.

10 8. OBEY ALL LAWS Respondent shall obey all federal, state and local  
11 laws, and statutes and regulations governing the practice, inspections and reporting, of physical  
12 therapy in California and remain in full compliance with any court ordered criminal probation.

13 9. COMPLIANCE WITH ORDERS OF A COURT The Respondent shall  
14 be in compliance with any valid order of a court. Being found in contempt of any court order is a  
15 violation of probation.

16 10. COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF  
17 RESTITUTION Respondent shall not violate any terms and conditions of criminal probation  
18 and shall be in compliance with any restitution ordered, payments or other orders.

19 11. QUARTERLY REPORTS Respondent shall submit quarterly  
20 declarations under penalty of perjury on forms provided by the Board, stating whether there has  
21 been compliance with all the conditions of probation.

22 12. PROBATION MONITORING PROGRAM COMPLIANCE Respondent  
23 shall comply with the Board's probation monitoring program.

24 13. INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent  
25 shall appear in person for interviews with the Board, or its designee, upon request at various  
26 intervals.

27 14. NOTIFICATION OF PROBATIONER STATUS TO EMPLOYERS The  
28 Respondent shall notify all present or future employers of the reason for and the terms and

1 conditions of the probation by providing a copy of the Initial Probationary License, Statement of  
2 Issues, Accusation and the Decision and Order, or Stipulated Settlement to the employer, and  
3 submit written employer confirmation of receipt to the Board within 10 days. The notification(s)  
4 shall include the name, address and phone number of the employer, and, if different, the name,  
5 address and phone number of the work location.

6           15.    NOTIFICATION OF CHANGE OF NAME OR ADDRESS The  
7 Respondent shall notify the Board, in writing, of any and all name and/or address changes within  
8 ten (10) days.

9           16.    RESTRICTION OF PRACTICE - TEMPORARY SERVICES  
10 AGENCIES The Respondent shall not work for a temporary services agency or registry.

11           17.    RESTRICTION OF PRACTICE - CLINICAL INSTRUCTOR OF  
12 PHYSICAL THERAPY STUDENT INTERNS OR FOREIGN EDUCATED PHYSICAL  
13 THERAPIST LICENSE APPLICANTS PROHIBITED Respondent shall not supervise any  
14 physical therapy student interns or foreign educated physical therapist license applicants during  
15 the entire period of probation. Respondent shall terminate any such supervisory relationship in  
16 existence on the effective date of this probation.

17           18.    PROHIBITED USE OF ALIASES Respondent may not use aliases and  
18 shall  
19 be prohibited from using any name which is not her legally-recognized name or based upon a  
20 legal change of name.

21           19.    INTERMITTENT WORK If the Respondent works less than 192 hours  
22 as a physical therapist or a physical therapist assistant in the physical therapy profession in a  
23 period of three months, those months shall not be counted toward satisfaction of the probationary  
24 period. The Respondent shall notify the Board if she works less than 192 hours in a three month  
25 period.

26           20.    TOLLING OF PROBATION The period of probation shall run only  
27 during the time Respondent is practicing or performing physical therapy within California. If,  
28 during probation, Respondent does not practice or perform within California, Respondent is



1 required to immediately notify the probation monitor in writing of the date that Respondent is  
2 practicing or performing physical therapy out of state, and the date of return, if any. Practicing or  
3 performing physical therapy by the Respondent in California prior to notification to the Board of  
4 the Respondent's return will not be credited toward completion of probation. Any order for  
5 payment of cost recovery shall remain in effect whether or not probation is tolled.

6           21.     VIOLATION OF PROBATION If Respondent violates probation in any  
7 respect, the Board, after giving Respondent notice and the opportunity to be heard, may revoke  
8 probation and carry out the disciplinary order that was stayed. If an accusation or petition to  
9 revoke probation is filed against Respondent during probation, the Board shall have continuing  
10 jurisdiction until the matter is final, and the period of probation shall be extended until the matter  
11 is final.

12           22.     REQUEST TO SURRENDER LICENSE DUE TO RETIREMENT,  
13 HEALTH OR OTHER REASONS Following the effective date of this probation, if Respondent  
14 ceases practicing or performing physical therapy due to retirement, health or other reasons or is  
15 otherwise unable to satisfy the terms and conditions of probation, Respondent may request to  
16 surrender her license to the Board. The Board reserves the right to evaluate the Respondent's  
17 request and to exercise its discretion whether to grant the request or to take any other action  
18 deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the  
19 tendered license, the terms and conditions of probation shall be tolled until such time as the  
20 license is no longer renewable, the Respondent makes application for the renewal of the tendered  
21 license or makes application for a new license.

22           23.     COMPLETION OF PROBATION Upon successful completion of  
23 probation, Respondent's license shall be fully restored.

24           24.     CALIFORNIA LAW EXAMINATION - WRITTEN EXAM ON THE  
25 LAWS AND REGULATIONS GOVERNING THE PRACTICE OR PERFORMANCE OF  
26 PHYSICAL THERAPY Within 90 days of the effective date of this decision, Respondent shall  
27 take and pass the Board's written examination on the laws and regulations governing the practice  
28 of physical therapy in California. If Respondent fails to pass the examination, Respondent shall

1 be suspended from the practice of physical therapy until a repeat examination has been  
2 successfully passed.

3           25.     PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY WHILE  
4 ON PROBATION It is not contrary to the public interest for the Respondent to practice and/or  
5 perform physical therapy under the probationary conditions specified in the disciplinary order.  
6 Accordingly, it is not the intent of the Board that this order, the fact that the Respondent has been  
7 disciplined, or that the Respondent is on probation, shall be used as the sole basis for any third  
8 party payer to remove Respondent from any list of approved providers.

9           26.     PROBATION MONITORING COSTS Respondent shall reimburse all  
10 costs incurred by the Board for probation monitoring during the entire period of probation.  
11 Respondent will be billed at least quarterly. Such costs shall be made payable to the Physical  
12 Therapy Board of California. Failure to make ordered reimbursement within 60 days of the  
13 billing shall constitute a violation of the probation order.

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ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Jonathan E. Cohn. I understand the stipulation and the effect it will have on my Physical Therapist License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Physical Therapy Board.

DATED: July 6, 2007.

Original Signed By: \_\_\_\_\_  
Mimi Saadat, PT  
Respondent

I have read and fully discussed with Respondent Mimi Saadat the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: July 6, 2007.

Original Signed By: \_\_\_\_\_  
JONATHAN E. COHN  
Attorney for Respondent

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Physical Therapy Board.

DATED: July 6, 2007

EDMUND G. BROWN JR., Attorney General  
of the State of California  
  
ROBERT MCKIM BELL  
Supervising Deputy Attorney General

Original Signed By: \_\_\_\_\_  
TRINA L. SAUNDERS  
Deputy Attorney General  
  
Attorneys for Complainant

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**BEFORE THE  
PHYSICAL THERAPY BOARD  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Mimi Saadat

20435 Via Don Juan  
Yorba Linda, California 92686

Physical Therapist License No. PT 11203

Respondent.

Case No. 1D-2003-63690

OAH No. L2007020208

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by  
the PHYSICAL THERAPY BOARD, as its Decision in this matter.

This Decision shall become effective on December 3, 2007.

It is so ORDERED November 2, 2007

Original Signed By:  
FOR THE PHYSICAL THERAPY BOARD  
Nancy Krueger, PT, President